GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU

IN RE: PUERTO RICO ELECTRIC POWER AUTHORITY PERMANENT RATE	**CASE NO.:** NEPR-MI-2020-0001 **SUBJECT**: Fourth Request for Information (RFI); Natural Gas Supply Interruption at San Juan and Take-or-Pay and Deliver-or-Pay Consequences under the NFEnergía Gas Sales Agreement

RESOLUTION AND ORDER

I. Background

On September 15, 2026, LUMA Energy, LLC and LUMA Energy ServCo, LLC (collectively, "LUMA") filed the *Motion Submitting FCA and PPCA Reconciliations for June–August 2026 and Calculated FCA, PPCA and FOS Factors for October–December 2026 and Memorandum of Law* ("September 15 Motion"), proposing a Fuel Charge Adjustment ("FCA") factor of $0.180736 per kWh, a Purchased Power Charge Adjustment ("PPCA") factor of $0.045771 per kWh and a Fuel Oil Subsidy ("FOS") factor of $0.021136 per kWh for the period October 1 through December 31, 2026, compared with the factors currently in effect of $0.114070, $0.051748 and $0.016650, respectively.[1] LUMA states that all fuel-related data used in the FCA calculation, fuel prices, natural gas supply assumptions and the scheduled maintenance of the generating units, was provided by Genera PR, LLC ("Genera") on September 9, 2026, and that LUMA "neither develops nor validates fuel prices, fuel forecasts, or fuel procurement assumptions."[2] The resulting plant-by-plant forecast appears in the "Attachment 3 FCA" tab (*Generation and Fuel Budget Projection*) of the workbook *Oct_Dec_2026_Proposed_Factors.xlsx* ("Attachment 3 FCA"), which projects total fuel costs of $196,982,605.76, $189,272,913.71 and $184,887,981.25 for October, November and December 2026, respectively.

On September 16, 2026, Genera filed its *Motion Submitting Fuel Budget Report in Compliance with Section 7.3(f) of the Operation and Maintenance Agreement* ("Fuel Budget Report"), which reports actual fuel purchase costs of $209,239,819.73 for July 2026 and $241,441,863.64 for August 2026 (FY2027 Q1) and forecasts fuel purchase costs of $230,484,413.76, $212,649,074.09 and $213,484,936.90 for October, November and December 2026 (FY2027 Q2), broken down by LNG, ULSD and HFO only.[3] For the quarter, the Fuel Budget Report forecast exceeds the forecast underlying the proposed factors by approximately $85.5 million.

On September 18, 2026, the Energy Bureau of the Puerto Rico Public Service Regulatory Board ("Energy Bureau") issued a Resolution and Order ("September 18 Order") citing LUMA and Genera to a Virtual Technical Conference on Monday, September 28, 2026 at 10:00 a.m., directing them to explain every component of the proposed six-cent increase, and ordering them to respond to a First Request for Information ("First RFI") on or before September 22, 2026. On September 21, 2026, the Energy Bureau issued a Second Request for Information ("Second RFI"), cited the Puerto Rico Electric Power Authority ("PREPA"), AES Puerto Rico, L.P., EcoEléctrica, L.P., Pattern Santa Isabel, LLC and Oriana Energy, LLC to the Technical Conference, and granted LUMA until September 24, 2026 to respond to the First RFI. On

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[1]September 15 Motion, Sections III and VIII. The proposed FCA represents an increase of $0.06666 per kWh, of which $131,650,334.94 corresponds to the prior-period reconciliation for June through August 2026 (Oct_Dec_2026_Proposed_Factors.xlsx, Attachment 1, line 16).

[2]September 15 Motion, pp. 13–14.

[3]Fuel Budget Report, Exhibit A, *GeneraPR / PREB Fuel Quarterly Budget 9/15/2026*. Section 7.3(f) of the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement requires the Operator to submit to the Energy Bureau, for approval, a record of actual Fuel Costs for the current quarter and revised quarterly budgets of estimated variable Fuel Costs for the following quarter.

September 23, 2026, the Energy Bureau issued a Third Request for Information ("Third RFI"), with responses due on September 25, 2026.

Genera filed partial responses to the First RFI on September 22, 2026 and the remaining responses, its responses to the Second RFI, and PREPA's responses to First RFI items 4, 5, 20 and 44. On September 24, 2026, LUMA filed its responses to the First and Second RFI on September 24, 2026, together with a revised reconciliation reflecting Genera's post-filing revision of the August 2026 fuel report.

In response to First RFI item 3, which asked whether Genera expects problems or delays in fuel deliveries during October through December 2026, Genera stated on September 22, 2026 that it "does not currently anticipate any significant fuel delivery problems or delays during the October 2026 through December 2026 period" and that "vessel swaps may occur from time to time due to operational or logistical considerations and could result in minor scheduling adjustments."[4] Two days later, in response to Second RFI item 2.7(e), Genera stated that the only vessel scheduled by NFEnergía LLC ("NFEnergía") was the LNG carrier *Amur River* (IMO 9317999), with an expected arrival date of September 17, 2026, which "has been waiting approximately 12 nautical miles north of San Juan Bay, pending authorization to enter the port" because of a dispute between New Fortress Energy and the San Juan Bay pilots; that San Juan Combined Cycle Units 5 and 6 have operated on ULSD since September 18, 2026; that San Juan TM2500 units 5 and 10 have been available on ULSD while units 2, 3, 4 and 7 have been available on natural gas; and that Genera "is unable to quantify the incremental diesel or ULSD cost attributable to the circumstances."[5]

The Energy Bureau is also in receipt of a letter dated September 22, 2026 from the Third-Party Procurement Office ("3PPO") informing that the NFEnergía LNG storage vessel departed the San Juan terminal on September 16, 2026 and had not returned, that natural gas was not being made available at the Delivery Points, and that certain San Juan units had been operating on diesel. The public account of the supply interruption thus describes an incoming LNG carrier held outside the harbor, while the 3PPO account describes the floating storage unit leaving the jetty. Both circumstances can be true at once, and each has different consequences under the applicable supply contract.

The Energy Bureau also takes notice of developments in the federal permitting of the NFEnergía terminal that bear directly on the continuity of natural gas supply to the San Juan and Palo Seco Delivery Points. On June 15, 2026, the U.S. Army Corps of Engineers ("USACE") public-noticed NFEnergía's application for a Department of the Army permit (File No. SAA-2026-00110) to dredge the berth pocket at Puerto Nuevo Piers A, B and C from approximately 35 to 46 feet, dispose of the dredged material offshore and relocate the berthing line approximately 36 feet waterward, so that fully laden LNG carriers of up to 155,000 m^3 can remain continuously moored at the piers as floating storage for a terminal that has no on-shore LNG storage. The San Juan Bay Pilots (June 29, 2026) and the U.S. Coast Guard Captain of the Port San Juan (June 30, 2026) objected on navigation grounds, citing encroachment into the Federal navigation channel and the Army Terminal Turning Basin, reduced maneuvering space, and the time needed to disconnect and move the storage vessel in an emergency. On August 31, 2026, USACE requested additional information from NFEnergía, stated that a vessel occupying the berth approximately 98 percent of the time may constitute a "permanently moored floating vessel" requiring authorization under Section 10 of the Rivers and Harbors Act, noted that the only prior USACE authorization (a Nationwide Permit 3 verification of March 6, 2019) is expired and did not cover the present configuration, and warned that the application will be deemed withdrawn if no response is received within thirty days. On September 11, 2026, the Federal Energy Regulatory Commission ("FERC") issued an engineering information request in Docket No. CP21-496-000 noting that the dredging and permanent mooring modifications had not been disclosed in the FERC docket, and on September 14, 2026 FERC accepted USACE as a cooperating

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[4] *Motion in Compliance with Resolution and Order of September 18, 2026, and Submitting Genera's Responses to Requests for Information*, September 22, 2026, Exhibit A, response to RFI 3.

[5] *Motion in Compliance with Resolutions and Orders of September 18, 2026, September 21, 2026*, September 24, 2026, Exhibit A, responses to RFI 2.7(e)(i)–(iii).

agency for the Environmental Impact Statement on NFEnergía's Section 3 application, which has been pending since September 15, 2021 while the terminal operates under a temporary authorization. The harbor-pilot dispute that has kept the Amur River outside San Juan Bay arises in this same context.

The natural gas supply to the San Juan and Palo Seco power plants is governed by the Gas Sales Agreement dated December 4, 2025 between NFEnergía, as Seller, and PREPA, as Buyer, with the Puerto Rico Public-Private Partnerships Authority joining solely with respect to Section 22.13 ("GSA"), a copy of which Genera produced as Exhibit 4 to its September 22, 2026 filing.[6] Under the GSA, the Supply Start Date for the San Juan and Palo Seco TM2500 units was December 5, 2025 (Section 3.2); San Juan Units 5 and 6 became a Delivery Point on August 1, 2026 upon expiration of the Fuel Sale and Purchase Agreement of March 5, 2019 (Section 3.4); the Scheduled Monthly Quantity nominated for Month M is binding (Section 4.2.1); the Buyer must take or pay for a minimum of 40,000,000 MMBtu per Contract Year, minus Buyer Excused Quantities (Section 4.3.2), with any shortfall paid within thirty days of the end of the Contract Year at 115% × HH plus the Take-or-Pay ("ToP") Adder (Section 4.3.4); gas the Seller fails to make available without excuse is a Delivery-or-Pay ("DoP") Quantity for which the Seller owes a DoP Payment (Sections 4.4.1 and 4.4.3); gas made available and not taken is a ToP Quantity for which the Buyer owes a ToP Payment (Sections 4.5.1 and 4.5.2), subject to mitigation credits (Section 4.5.3) and to a ToP Carryover Credit when the ToP Quantity is caused by a Forced Shutdown of the Buyer's units (Section 4.5.4); and "breakdown or unavailability of port facilities or port services (including the channel, tugs or pilots)" is listed among events of Force Majeure (Section 11.1.4), excluding events arising from the claiming party's negligence (Section 11.2.3).

Genera's monthly Fuel Purchases Reports for June, July and August 2026, produced on September 24, 2026 as Exhibits 11.3 through 11.5, show that natural gas for San Juan Units 5 and 6 was invoiced on the quantity nominated to NFEnergía (2,138,000, 1,932,303 and 1,893,987 MMBtu, respectively) rather than on the quantity consumed (945,634, 1,716,315 and 1,835,990 MMBtu per Genera's Exhibit 3), with a June "Excess Nomination" of 1,192,366 MMBtu ($11,918,890.54) and July credits for mitigation ($1,629,922.33) and carryover ($1,523,705.07), and that natural gas for the temporary units was invoiced as a "Monthly Qty. Consumed" (1,180,000, 1,229,716 and 1,267,918 MMBtu) that substantially exceeds the consumption reported in Exhibit 3 (982,318, 821,050 and 876,441 MMBtu). The same reports show Naturgy "Seller Shortfall Credits" of $5,038,359.56 (June) and $3,999,202.46 (July), but no deliver-or-pay credit from NFEnergía in any month.

Finally, PREPA informed that the dispute with NFEnergía identified in the Energy Bureau's December 19, 2025 Resolution and Order remains ongoing; that on June 30, 2026 a complaint was filed in PREPA's name through 3PPO in the United States District Court for the District of Puerto Rico, Civil No. 26-01423, amended on August 21, 2026, seeking at least $54,962,030.66 for NFEnergía's failure to deliver contracted quantities of natural gas; and that defendants must answer by October 19, 2026. LUMA confirmed that the $55 million disputed natural gas costs remain unbilled to customers pursuant to the December 19, 2025 Resolution and Order.

II. Discussion

The FCA is a pass-through mechanism. It recovers from customers the cost of fuel actually and reasonably incurred to serve load, reconciled against the revenues billed. Three features of the present record require clarification before the Energy Bureau can determine the factors that will take effect on October 1, 2026.

First, the forecast underlying the proposed factors assumes that the San Juan and Palo Seco temporary generation units and San Juan Units 5 and 6 will operate almost entirely on natural gas during October through December 2026. Attachment 3 FCA projects no diesel for the "TM Generators" and "Palo Seco Mobile Packs" in any of the three months, and only approximately 15,000 barrels of diesel per month at San Juan Combined Cycle Units 5 and 6. Natural gas has not been made available at the San Juan Delivery Points since September 16,

[6] GSA, Contract No. 2026-G00097. Genera manage the nomination, delivery and administration of the Fuel Contracts as Operator under Section 5.7 of the Legacy Generation Assets Operation and Maintenance Agreement, but PREPA is the Buyer and the party to whom NFEnergía invoices and from whom it collects.

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2026, and Genera's written assurance of September 22, 2026 that no delivery problems were expected was filed while that interruption was already under way. The Energy Bureau must understand whether the forecast remains valid, what the parties knew when they filed, and how the October nominations, which are binding under the GSA, interact with a supply that is not currently being delivered.

Second, the record indicates that customers are being asked to pay, through the FCA, for natural gas that was nominated and invoiced but not consumed. Whether these amounts are take-or-pay payments properly owed under the GSA, quantities for which credits or mitigation proceeds have been or should be obtained, or quantities that the Seller failed to make available and for which the Seller owes deliver-or-pay damages, determines whether they are recoverable from customers at all. The distinction is not academic: a ToP Payment under Section 4.5.2 is a cost to the Buyer, a DoP Payment under Section 4.4.3 is a credit owed to the Buyer, and a Force Majeure declaration under Section 11.1.4 converts a Seller shortfall into a Buyer Excused Quantity that carries neither. The Energy Bureau requires a full reconciliation, by month and Delivery Point, of the quantities nominated, made available, consumed, invoiced and credited, and a statement of how each category has been treated in the fuel costs submitted to LUMA.

Third, the two accounts of the September 2026 interruption, a storage vessel that left the jetty and a cargo vessel that cannot enter the harbor, lead to different contractual outcomes. A scheduled vessel swap is a Seller event under Section 4.5.1(a) that excuses the Buyer; a harbor-pilot dispute may be claimed by the Seller as Force Majeure under Section 11.1.4, unless it arises from the Seller's own conduct; and a cargo that is simply late, without excuse, is a DoP Quantity. Questions framed around only one of the two events would permit a technically correct answer that does not address the other. The Energy Bureau therefore requires the parties to address each event separately and to state, for each, the contractual classification they and NFEnergía have assigned to it.

Fourth, the reliability of the San Juan terminal as a source of fuel is now in question before two federal agencies. The mooring arrangement on which the terminal depends has been formally objected to by the Coast Guard and the harbor pilots, USACE has yet to determine whether that arrangement is lawful without a Section 10 authorization, and FERC's environmental review has no defined completion date. In its Resolution and Order of July 16, 2025 in Case No. NEPR-MI-2024-0005, the Energy Bureau ordered PREPA to file a comprehensive Fuel-Security Contingency Plan covering the San Juan power plant and the TM2500 units at San Juan and Palo Seco. The Energy Bureau must understand what NFEnergía has told Genera and PREPA about these proceedings, whether the October through December 2026 supply assumptions account for them, and what the contingency for the San Juan and Palo Seco units is if the terminal cannot operate as currently configured.

Because the Energy Bureau will continue to evaluate the proposed factors after the Technical Conference, and because the facts concerning the supply interruption, the September invoices, the October nominations and any Force Majeure or deliver-or-pay claim are still developing, the Energy Bureau considers this Requirement of Information to be of a continuing nature: the parties shall supplement their responses, without further order, as new information becomes available, until the Energy Bureau issues its final determination on the FCA, PPCA and FOS factors for October through December 2026.

III. Requirement of Information

The Energy Bureau **DETERMINES** that additional information is required to evaluate the FCA, PPCA and FOS factors proposed by LUMA for October through December 2026.

The Energy Bureau **ORDERS** Genera, LUMA and PREPA to be prepared to address every item in Attachment A to this Resolution and Order ("Fourth RFI") at the Virtual Technical Conference of Monday, September 28, 2026 at 10:00 a.m., and to file their written responses on or before **Tuesday, September 29, 2026 at 5:00 p.m.** Any item that cannot be fully answered by that date shall be answered to the extent possible, identifying the information that is pending, its custodian, and the date by which it will be provided.

The Energy Bureau **REMINDS** that Requests for Information are of a continuing nature. Genera, LUMA and PREPA shall supplement their responses, without further order and within two (2) business days of the occurrence, whenever any of the following occurs before the Energy Bureau issues its final determination on the October through December 2026 factors: the arrival or departure of any LNG carrier or floating storage unit at the San Juan terminal; the restoration or interruption of natural gas at any Delivery Point; the receipt of any notice, invoice, credit, Force Majeure declaration or claim under the GSA or the Naturgy contract; any revision of the natural gas nominations for October, November or December 2026; and any revision of the fuel price, unit availability or fuel supply assumptions provided by Genera to LUMA.

IV. Technical Conference

The Fourth RFI will be discussed at the Virtual Technical Conference of Monday, September 28, 2026 at 10:00 a.m. Genera, LUMA and PREPA shall ensure that the following personnel attend and are prepared to answer questions from the Energy Bureau, its staff and consultants: for Genera, the personnel of its Fuels Department responsible for preparing the natural gas nominations, the Fuel Purchases Monthly Reports and the Fuel Budget Report, and the plant personnel with direct knowledge of the operation of the San Juan and Palo Seco units on natural gas and diesel since September 16, 2026; for LUMA, the personnel responsible for the dispatch forecast, the Generation and Fuel Budget Projection and the calculation and reconciliation of the FCA, PPCA and FOS factors; and for PREPA, the personnel with direct knowledge of the administration of the GSA, its invoices, credits, claims, Force Majeure notices, and the litigation in Civil No. 26-01423.

V. Conclusion

The Energy Bureau **ORDERS** Genera, LUMA, and PREPA to file their complete responses to the Fourth Request for Information set forth in Attachment A on or before **Tuesday, September 29, 2026 at 12:00 p.m.**, and to supplement them thereafter as provided in Section III of this Resolution and Order.

The Energy Bureau **ORDERS** Genera, LUMA, and PREPA to appear at the Virtual Technical Conference on Monday, September 28, 2026 at 10:00 a.m., with the personnel identified in Section IV, prepared to answer questions from the Energy Bureau, its staff and consultants regarding the matters discussed in this Resolution and Order.

The Energy Bureau **WARNS** that, in accordance with Article 6.36 of Act 57-2014, noncompliance with this Resolution and Order, regulations and/or applicable laws may carry the imposition of fines and administrative sanctions.[7]

Be it notified and published.

Edison Avilés Deliz
Chairman

Ferdinand A. Ramos Soegaard
Associate Commissioner

Sylvia B. Ugarte Araujo
Associate Commissioner

Antonio Torres Miranda
Associate Commissioner

Omar M. Rodríguez González
Associate Commissioner

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[7] *Puerto Rico Energy Transformation and RELIEF Act*, as amended ("Act 57-2014"), Art. 6.36.

CERTIFICATION

I certify that the majority of the members of the Puerto Rico Energy Bureau agreed on September 25, 2026. I also certify that on September 25, 2026, I have proceeded with the filing of this Resolution and Order and was notified by email to RegulatoryPREBOrders@lumapr.com; yahaira.delarosa@us.dlapiper.com; margarita.mercado@us.dlapiper.com, katiuska.bolanos-lugo@us.dlapiper.com; kmercado@jrsp.pr.gov; wvera@jrsp.pr.gov; legal@genera-pr.com; regulatory@genera-pr.com; lrn@roman-negron.com; elias.sostre@aes.com; jesus.bolinaga@aes.com; nzayas@gmlex.net; rcruzfranqui@gmlex.net; mvalle@gmlex.net; Alexis.rivera@prepa.pr.gov; josue.colon@p3.pr.gov; ocarlo@carlolaw.com; wcarlo@carlolaw.com.

I sign this in San Juan, Puerto Rico, today September 25, 2026.

Sonia Seda Gaztambide
Clerk

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ATTACHMENT A

Fourth Request for Information
Natural Gas Supply Interruption at San Juan; Take-or-Pay and Deliver-or-Pay Consequences under the NFEnergía Gas Sales Agreement; Forecast Underlying the Proposed October–December 2026 Factors

General instructions. Respond to each question separately, identifying the question number. Attachment A is organized by respondent. Part A is directed to Genera; Part B to PREPA, which shall respond with the participation of 3PPO and the Puerto Rico Public-Private Partnerships Authority; and Part C to LUMA. Each entity shall answer every question in its Part with the information in its possession, custody or control. An entity shall not respond that a question is addressed to, or is better answered by, another entity; where it considers that another entity also holds responsive information, it shall so state after providing its own complete answer. Where a document is requested, provide a complete copy; where data is requested, provide it in native electronic format (Excel with formulas and links intact). If any requested information is not available, state why, identify the custodian of such information, and state the date by which it will be provided. Any claim of confidentiality shall follow the procedure established by the Energy Bureau and shall be accompanied by a public, redacted version.

Definitions. "GSA" means the Gas Sales Agreement dated December 4, 2025 between NFEnergía LLC and PREPA (Contract No. 2026-G00097), and section references are to the GSA unless otherwise stated. "SJ 5&6 Agreement" means the Fuel Sale and Purchase Agreement of March 5, 2019, which expired on July 31, 2026. "Naturgy Contract" means the Amended and Restated Natural Gas Sale and Purchase Agreement with Naturgy Aprovisionamientos S.A. "Delivery Points" means, separately, San Juan Units 5 and 6, the San Juan TM2500 units, the Palo Seco TM2500 units, and the Palo Seco MobilePac units. "Fuel Budget Report" means Genera's filing of September 16, 2026 under Section 7.3(f) of the OMA. "Attachment 3 FCA" means the *Generation and Fuel Budget Projection* tab of *Oct_Dec_2026_Proposed_Factors.xlsx* filed by LUMA on September 15, 2026, as revised on September 24, 2026. "Fuel Purchases Reports" means Genera's Fuel Purchases Monthly Reports for April through August 2026 produced as Exhibits 11.1 through 11.5 on September 24, 2026, and the report for September 2026 when issued. "Exhibit 3" means Genera's comparison of nominated and consumed quantities produced on September 22, 2026. "Vessel Events" means, separately, (i) the departure on or about September 16, 2026 of the NFEnergía floating storage unit from the jetty at the San Juan terminal ("FSU Departure"), and (ii) the inability of the LNG carrier *Amur River* (IMO 9317999) to enter San Juan Bay since on or about September 17, 2026 ("Carrier Hold"). Wherever a question refers to the Vessel Events, answer separately for the FSU Departure and for the Carrier Hold.

PART A — QUESTIONS TO GENERA PR, LLC

A.1 — FORECAST UNDERLYING THE PROPOSED OCTOBER–DECEMBER 2026 FACTORS

The Fuel Budget Report forecasts, for October, November and December 2026, LNG of 9,049,230, 7,655,311 and 7,826,574 MMBtu ($87,921,414, $75,479,074 and $81,397,937); ULSD of 1,740,000 MMBtu in each month ($59,529,000, $57,279,000 and $54,933,000); HFO of 4,410,000 MMBtu in each month ($83,034,000, $79,891,000 and $77,154,000); and Total Fuel Purchase Cost of $230,484,413.76, $212,649,074.09 and $213,484,936.90. Attachment 3 FCA projects total fuel costs of $196,982,605.76, $189,272,913.71 and $184,887,981.25 for the same months, projects no diesel for the "TM Generators" and "Palo Seco Mobile Packs" in any month, and projects diesel at San Juan Combined Cycle Units 5 and 6 of 15,298, 14,974 and 15,101 barrels.

4.1. Concerning the two forecasts:

a. State which document, the Fuel Budget Report or Attachment 3 FCA, constitutes the revised quarterly Fuel Budget submitted for the Energy Bureau's approval under Section 7.3(f) of the OMA for October through

December 2026, and which one Genera considers to be the basis of the proposed FCA.

b. Reconcile the two forecasts, by month and by fuel type, in quantity (MMBtu and barrels) and dollars, explaining each difference. State whether the Fuel Budget Report reflects fuel purchases (including replenishment of storage tanks to the 90% level described in Genera's response to First RFI item 29) rather than fuel consumption, and if so, quantify the inventory build or draw assumed in each month.

c. Explain why the ULSD forecast in the Fuel Budget Report is a constant 1,740,000 MMBtu (approximately 300,000 barrels) in each month while Attachment 3 FCA projects approximately 751,000 MMBtu of diesel for October 2026. State whether the Fuel Budget Report already anticipates diesel burn at the San Juan and Palo Seco Delivery Points during periods in which natural gas is not made available, and if so, quantify it by plant and month.

d. Does either forecast include the cost of ULSD that Genera expects to burn at San Juan Units 5 and 6, the San Juan TM2500 units, the Palo Seco TM2500 units and the Palo Seco MobilePac units during the periods in which, because of the Vessel Events or any subsequent vessel swap, natural gas is not made available at those Delivery Points? If yes, state the quantities and amounts by unit and month. If no, explain why not and provide a revised forecast that does.

e. Did Genera reduce the projected natural gas quantities and costs for those Delivery Points to account for the natural gas that will not be consumed while gas is not made available? If yes, state the reduction for each month and Delivery Point. If no, explain why the forecast was not adjusted.

f. State, by month and Delivery Point, the natural gas supply assumption, the fuel price forecast and the unit availability and scheduled maintenance assumptions that Genera provided to LUMA on September 9, 2026, and state whether Genera has notified LUMA of any change to those assumptions since September 16, 2026. If not, explain why not.

The nominations Genera sent to NFEnergía on September 4, 2026 (Exhibit C to Genera's September 15, 2026 monthly report) schedule, for October 2026, 280,271 MMBtu for Palo Seco, 805,039 MMBtu for the San Juan TM2500 units and 1,921,920 MMBtu for San Juan Units 5 and 6 (3.007 TBtu in total); for November 2026, 710,330, 1,947,700 and 2,166,528 MMBtu (4.825 TBtu); and for December 2026, 734,000, 2,012,600 and 1,921,920 MMBtu (4.669 TBtu). The daily quantity for San Juan Units 5 and 6 is reduced from 69,888 to 34,944 MMBtu for October 16 through 22, 2026. The Naturgy programmes for Costa Sur and EcoEléctrica show zero deliveries for October 23 through 25, 2026 and a reduced Costa Sur quantity from October 26, 2026.

4.2. Concerning the natural gas nominations for October through December 2026:

a. Confirm that the October 2026 Scheduled Monthly Quantity is binding under Section 4.2.1(i). State whether has been revised after September 16, 2026 and, if so, provide the original and revised quantities by Delivery Point and the related correspondence with NFEnergía. If it has not been revised, explain why, and state whether Genera or PREPA intend to invoke Section 4.3.5 or any other provision to adjust it.

b. Explain the reduction of the San Juan Units 5 and 6 daily quantity for October 16 through 22, 2026 and the increase of the Palo Seco quantity from 280,271 MMBtu in October to 710,330 MMBtu in November, identifying the unit outages, maintenance or additions assumed.

c. Explain the zero deliveries scheduled with Naturgy for October 23 through 25, 2026 and the reduced Costa Sur quantity from October 26, 2026, and state whether these were reflected in the Attachment 3 FCA forecast for Costa Sur and EcoEléctrica.

d. Reconcile the nominated quantities to the quantities in Attachment 3 FCA (for October 2026, 1,170,131 MMBtu for "TM Generators" and 281,865 MMBtu for "Palo Seco Mobile Packs," compared with 1,085,310 MMBtu nominated for the

San Juan and Palo Seco TM2500 units; and 1,664,532 MMBtu for San Juan Units 5 and 6, compared with 1,921,920 MMBtu nominated), and explain each difference.

e. State whether Genera intends to revise the November 2026 nomination before the Nomination Deadline of Section 4.2.1 in light of the Vessel Events, and by what quantity.

A.2 — TAKE-OR-PAY PAYMENTS UNDER THE GSA AND THE SJ 5&6 AGREEMENT

The Fuel Purchases Reports for June, July and August 2026 invoice natural gas for San Juan Units 5 and 6 on the "Nominated Qty. to NFE" of 2,138,000.00, 1,932,303.07 and 1,893,987.20 MMBtu, respectively, whereas Exhibit 3 reports consumption of 945,634, 1,716,315 and 1,835,990 MMBtu. The June 2026 report shows an "Excess Nomination" of 1,192,366 MMBtu with an amount of $11,918,890.54; the July 2026 report shows a "Credit Mitigation" of $1,629,922.33 and a "Carryover Credit" of 152,431.48 MMBtu ($1,523,705.07); the August 2026 report shows no credit. For the San Juan TM2500 units and the Palo Seco TM2500 and MobilePac units, the reports invoice a "Monthly Qty. Consumed" of 1,180,000 MMBtu (June), 1,229,716 MMBtu (July) and 1,267,918 MMBtu (August), whereas Exhibit 3 reports consumption under the GSA of 982,318, 821,050 and 876,441 MMBtu, and Genera's July 2026 Fuel Consumption Report shows natural gas consumption at the San Juan TM2500 units of 100,333.21 barrels (approximately 581,933 MMBtu) against 990,598.87 MMBtu invoiced.

4.3. Concerning the natural gas quantities invoiced and consumed:

a. Provide, for each month from December 2025 through September 2026 and for each Delivery Point, in native Excel: (i) the Scheduled Monthly Quantity nominated; (ii) the quantity made available by the Seller; (iii) the quantity consumed per the Fuel Consumption Report; (iv) the quantity invoiced; (v) the ToP Quantity under Section 4.5.1 and the ToP Payment under Section 4.5.2; (vi) any mitigation credit under Section 4.5.3; (vii) any ToP Credit Quantity and ToP Carryover Credit under Section 4.5.4, identifying credits applied and credits expired; (viii) the DoP Quantity under Section 4.4.1 and DoP Payment under Section 4.4.3; (ix) any Buyer Excused Quantities; and (x) the HH and fixed component used in the Gas Price. For the SJ 5&6 Agreement through July 31, 2026, provide the equivalent categories under that contract.

b. Explain what the "Monthly Qty. Consumed" invoiced for the San Juan and Palo Seco temporary units represents, why it exceeds the consumption reported in Exhibit 3 and in the Fuel Consumption Reports, and what portion of the difference in each month constitutes a ToP Quantity for which a ToP Payment was made.

c. State the total dollar amount included in the fuel costs submitted to LUMA for June, July and August 2026, and therefore in the June–August 2026 FCA reconciliation, for natural gas that was invoiced but not consumed, by contract, month and Delivery Point, net of any credit. State whether the "Total Fuel Purchase Cost" for July and August 2026 in the Fuel Budget Report includes those amounts.

d. For the June 2026 "Excess Nomination" of 1,192,366 MMBtu ($11,918,890.54) under the SJ 5&6 Agreement: state whether it was recovered from customers through the FCA, and whether, and on what date, Genera referred the quantity to PREPA and 3PPO for a mitigation sale, carryover credit, claim or dispute notice under the SJ 5&6 Agreement.

e. Explain why no mitigation credit or carryover credit appears in the August 2026 report, and state whether Genera expects any such credit for August or September 2026, in what amount, and when it will be reflected in the fuel costs submitted to LUMA.

f. Confirm that, consistent with Section 4.5.2, the Buyer has not paid twice for the same quantity under Section 4.3.2 and Section 4.5.2 and describe the control Genera and PREPA apply to prevent it.

4.4. State whether the forecast for October through December 2026 (in the Fuel Budget Report and in Attachment 3 FCA) includes any expected payment for natural gas that the Buyer does not expect to take—that is, projected ToP Payments under Section 4.5.2 for any month, or any accrual toward an Annual TOP Payment under Section 4.3.4. If yes, identify the month, Delivery Point and projected dollar amount. If no, state whether Genera and PREPA expect such payment to rise in those months and explain why it was not forecast. Answer separately for any take-or-pay, minimum-bill or similar provision of the Naturgy Contract, identifying the applicable section.

4.5. Concerning the Annual TOP Quantity of Section 4.3.2:

aProvide, for each month of the Contract Year to date, the quantity nominated, the quantity made available by the Seller, the quantity taken, and the differences, and the projected quantities for October, November and December 2026 under (i) the September 4, 2026 nominations and (ii) Genera's current expectation in light of the Vessel Events.

b. Based on the foregoing, state whether whether Genera expects the annual quantity taken to fall below the Annual TOP Quantity of 40,000,000 MMBtu, or such adjusted Annual TOP Quantity as Genera applies in its nomination planning, which it shall state. If yes, state the expected shortfall in MMBtu and the estimated Annual TOP Payment computed as the shortfall multiplied by (115% × HH + ToP Adder), identifying the HH value assumed.

4.6. For each month from December 2025 through September 2026, state how much of the difference between the natural gas nominated and the natural gas consumed at each Delivery Point is attributable to the unavailability of TM2500 or MobilePac units at the San Juan and Palo Seco power plants. For each month identify:

a. each TM2500 or MobilePac unit that was out of service, the dates, and the cause, cross-referenced to Exhibit 1 of Genera's September 22, 2026 filing and to the fleet status reported in Case No. NEPR-MI-2024-0005;

b. the quantity of natural gas (MMBtu) that was not consumed because of each unit's unavailability;

c. whether that quantity was made available by the Seller and not taken, and therefore constitutes a ToP Quantity under Section 4.5.1 for which the Buyer paid or will pay a ToP Payment under Section 4.5.2;

d. whether the unavailability qualified as a "Forced Shutdown" under Section 4.5.4, and whether, and on what date, Genera notified PREPA and 3PPO of the event for purposes of a ToP Credit Quantity and ToP Carryover Credit; and

e. the dollar value of each of the foregoing quantities at the applicable Gas Price.

A.3 — DELIVER-OR-PAY PAYMENTS AND SELLER SHORTFALL CREDITS

The Fuel Purchases Reports for June and July 2026 include Naturgy "Seller Shortfall Credits" of $5,038,359.56 (Q1 2026) and $3,999,202.46 (Q2 2026), which LUMA applied in the June–August 2026 FCA reconciliation. No deliver-or-pay credit from NFEnergía appears in any of the reports. Genera's Exhibit 6 (September 24, 2026) computes a replacement-fuel cost differential of $15,403,901.26 for San Juan Units 5 and 6, $2,245,987.20 for the San Juan and Palo Seco temporary units, and $15,344,260.10 for Costa Sur for June through August 2026.

4.7. Concerning deliver-or-pay payments under Section 4.4 for June, July, August and September 2026:

a. For each month and Delivery Point, state whether a DoP Quantity arose under Section 4.4.1, its size in MMBtu, and whether NFEnergía gave the advance notice required by Section 4.4.1.

b. State whether any DoP Payment received or receivable has been reflected as a credit in the fuel costs submitted to LUMA or in the June–August 2026 FCA reconciliation. If not, state when and how it will be credited to customers.

c. State whether Genera has communicated the amounts in Exhibit 6 to PREPA and 3PPO as the basis of a claim against NFEnergía or Naturgy for DoP

Payments or shortfall damages, on what date, and whether Genera considers those amounts to be the amounts recoverable under each contract. If the amounts Genera has communicated differ from Exhibit 6, reconcile them.

f. For the Naturgy Contract, identify the section under which the Seller Shortfall Credits are computed, provide the computation of the Q1 2026 and Q2 2026 credits, and state whether a credit for Q3 2026 (July through September) is expected, in what amount, and when it will be reflected in the fuel costs submitted to LUMA.

4.8. State whether the forecast for October through December 2026 (in the Fuel Budget Report and in Attachment 3 FCA) accounts for any expected DoP Payment from NFEnergía under Section 4.4.3 or Seller Shortfall Credit from Naturgy for gas that the seller may fail to make available in those months, including any continuation of the Vessel Events into October 2026. If yes, identify the month and projected amount. If no, explain why the forecast does not account for such credits and state whether any DoP Payment for September 2026 will be credited in the September 2026 reconciliation.

A.4 — THE VESSEL EVENTS AND THEIR EFFECT ON THE FACTORS

For purposes of this Part, the Energy Bureau distinguishes the FSU Departure from the Carrier Hold. Genera's monthly reports identify the storage vessels serving the San Juan terminal as the *Energos Princess* and the *Energos María*, which have alternated at the jetty (for example, on August 8 and August 30, 2026). Genera's response of September 24, 2026 identifies the *Amur River* as the only vessel scheduled by NFEnergía, with an expected arrival date of September 17, 2026. Answer each question separately for the FSU Departure and for the Carrier Hold.

4.9. Given the Vessel Events, does Genera stand by its response of September 22, 2026 to First RFI item 3 that it does not expect significant fuel delivery problems or delays during October through December 2026? If yes, explain why, identifying the date on which Genera expects natural gas to be made available again at each Delivery Point and the basis for that expectation. If no, provide an updated response, including the specific delivery issues expected for each month and the contingency plans described in the original response, updated to the present circumstances.

4.10. At the time Genera filed its response to First RFI item 3 (September 22, 2026), the floating storage unit had been absent from the San Juan terminal since September 16, 2026 and the *Amur River* had been held outside San Juan Bay since September 17, 2026. State the date and time on which Genera first learned of each Vessel Event, from whom, and by what means; identify the Genera personnel who prepared and approved the response to item 3; explain how the statement that no significant problems were anticipated aligns with the supply disruption then under way; and explain why the response did not disclose it. Provide every notice, e-mail or communication received from NFEnergía between September 10 and September 24, 2026 concerning the vessels or the availability of gas.

4.11. Concerning the contractual characterization of the Vessel Events:

a. State whether the FSU Departure was a scheduled vessel swap or planned maintenance for which NFEnergía gave notice under Section 2.4, or an unplanned event; identify the vessel that departed, the vessel expected to replace it, the notice received, and the date on which NFEnergía represented that the replacement would be in place.

b. State the reason given by NFEnergía to Genera for the Carrier Hold, whether NFEnergía gave notice under Section 4.4.1 that it would not be able to make the Scheduled Monthly Quantity available. Provide each notice received by Genera.

c. State how Genera is treating the September 2026 quantities not made available at each Delivery Point in its nominations, its Fuel Purchases Reports and the fuel costs it submits to LUMA, as a DoP Quantity under Section 4.4.1, as a Buyer Excused Quantity, or as a ToP Quantity, and the basis for that treatment, and state how NFEnergía has treated them in its September 2026 invoice, providing the invoice when received.

d. Explain how San Juan TM2500 units 2, 3, 4 and 7 have been "available in Natural Gas" while no storage vessel is at the jetty, identifying the source of that gas (ISO containers, trucks or otherwise), the daily quantities delivered, the ISO Container Delivery Fees under Section 5.1.2 incurred, and whether the same source can supply San Juan Units 5 and 6 and the Palo Seco units.

e. Provide, for each day from September 16, 2026 through the date of the response and for each Delivery Point, in native Excel: the daily quantity scheduled; the quantity made available; the quantity consumed; the ULSD burned (barrels and MMBtu); the MWh generated; the status of each unit (in service on gas, in service on diesel, out of service and cause); and the incremental fuel cost of operating on ULSD instead of natural gas at the applicable prices.

f. State the current status of each Vessel Event, the expected date of restoration of gas at each Delivery Point, and the measures Genera, PREPA and 3PPO have taken to expedite it.

4.12. State the September 2026 Scheduled Monthly Quantity originally nominated for each Delivery Point, whether it was revised after the FSU Departure, and, if so, the original and revised quantities in MMBtu and the related correspondence. If it was not revised, explain why, taking into account Genera's statement of September 22, 2026 that nominations cannot be revised intra-month without a penalty, and state the quantity Genera expects NFEnergía to invoice for September 2026 and the basis for that expectation.

4.13. Concerning the assumptions provided to LUMA on September 9, 2026 for the factors taking effect on October 1, 2026:

a. Do the Vessel Events affect the unit availability and scheduled maintenance assumptions Genera provided? If yes, identify each affected unit and explain how its expected availability, or the fuel on which it will operate, has changed. If no, explain why not.

b. Do the Vessel Events affect the fuel cost forecast? If yes, explain how and by how much the forecasted costs for each month should change, by fuel and Delivery Point. If no, explain why not.

c. State whether Genera has provided, or will provide before October 1, 2026, revised assumptions to LUMA, and the date.

4.14. Concerning the factors in effect for July through September 2026:

a. State, by fuel and plant, the September 2026 fuel price and quantity forecast underlying those factors and the actual results for September 2026 to date and quantify the variance attributable to the Vessel Events.

b. Identify each unit that was expected to be available on natural gas in September 2026 and that has been taken out of service or switched to ULSD because of the Vessel Events, with the dates affected, the ULSD burned and its cost.

c. State the amount Genera expects to include in the September 2026 FCA reconciliation as a result of the Vessel Events, and whether Genera proposes to recover any such amount from customers before any claim against NFEnergía for the same quantities is resolved.

A.5 — SUPPORTING DOCUMENTS

4.15. Provide copies of: (a) every notice, nomination confirmation, curtailment or shortfall notice, and Force Majeure notice received from NFEnergía from June 1, 2026 through the date of the response; (b) every NFEnergía invoice for June, July, August and September 2026, with the supporting documentation furnished under Section 9.1, and any dispute notice under Section 9.2; (c) every communication between Genera and NFEnergía concerning the FSU Departure, the Carrier Hold, the replacement storage vessel or the availability of gas since September 10, 2026; and (d) every communication between Genera and PREPA, 3PPO or LUMA concerning the effect of the Vessel Events on the October through December 2026 forecast.

A.6 — FEDERAL PERMITTING OF THE SAN JUAN LNG TERMINAL AND CONTINUITY OF SUPPLY

On June 15, 2026, the U.S. Army Corps of Engineers ("USACE") public-noticed NFEnergía's application for a Department of the Army permit (File No. SAA-2026-00110 (SP-TCP)) to dredge the berth pocket at Puerto Nuevo Piers A, B and C from approximately 35 to 46 feet, dispose of the dredged material at the San Juan Harbor ocean disposal site, and relocate the berthing line approximately 36 feet waterward, so that fully laden LNG carriers of up to 155,000 m^3 can remain continuously moored at the piers as floating storage for the Micro-Fuel Handling facility, which has no on-shore LNG storage. By letters of June 29 and June 30, 2026, the San Juan Bay Pilots and the U.S. Coast Guard Captain of the Port San Juan objected on navigation grounds. On August 31, 2026, USACE requested additional information from NFEnergía, stated that vessel occupancy of the berth approximately 98 percent of the time may constitute a "permanently moored floating vessel" requiring authorization under Section 10 of the Rivers and Harbors Act, noted that the only prior USACE authorization (Nationwide Permit 3 verification of March 6, 2019) is expired and did not cover the present configuration, and stated that the application will be deemed withdrawn if no response is received within thirty days. On September 11, 2026, FERC issued Engineering Information Request No. 13 in Docket No. CP21-496-000 requiring NFEnergía to file within thirty days the information on the dredging and permanent mooring modifications that had not been disclosed in the FERC docket, and on September 14, 2026 FERC accepted USACE as a cooperating agency for the Environmental Impact Statement on NFEnergía's Section 3 application, pending since September 15, 2021. The terminal operates under a temporary FERC authorization. On July 16, 2025, in Case No. NEPR-MI-2024-0005, the Energy Bureau ordered PREPA to file a comprehensive Fuel-Security Contingency Plan covering the San Juan power plant and the TM2500 units at San Juan and Palo Seco.

4.16. Concerning the federal permitting of the NFEnergía terminal and the continuity of natural gas supply to the San Juan and Palo Seco Delivery Points:

a. State when and how Genera became aware of the Department of the Army permit application, the Coast Guard and Pilots objections, the USACE letter of August 31, 2026 and FERC's information request of September 11, 2026, and provide every communication in which NFEnergía informed Genera of these matters or of any restriction on the movement, berthing, laden capacity or size of vessels at the San Juan terminal.

b. State whether the Vessel Events are related to the navigation, berth-depth or berth-occupancy concerns raised by the Coast Guard and the Pilots, including whether the size or laden draft of the Amur River, the depth of the berth (approximately 35 feet), or any condition imposed by the Coast Guard or the Pilots has prevented or delayed its entry or berthing, and whether NFEnergía has so informed Genera.

c. Identify each LNG carrier and floating storage unit that has served the terminal since December 5, 2025 (name, IMO number, capacity in m^3 and laden draft), the dates on which each was at berth, and each occasion on which a vessel could not berth fully laden, had to wait offshore, was lightered, or had to leave the berth because of depth, navigation or berth-occupancy constraints, with the effect on the gas made available at each Delivery Point.

d. State what NFEnergía has represented to Genera regarding the timing of the dredging and berth modifications, the vessels it intends to use pending USACE and FERC action, and the continuity of gas supply if the Department of the Army permit is denied, conditioned or deemed withdrawn, or if FERC modifies or revokes the temporary authorization; provide any written assurance or supply plan received.

e. State whether the natural gas supply assumptions Genera provided to LUMA for October through December 2026, and its nominations for those months, account for any limitation on the size, laden capacity or continuous berth occupancy of the storage vessel. If they do not, state the effect on the quantities Genera expects to receive at each Delivery Point, and on its fuel cost forecast, of a storage vessel that cannot remain continuously moored or must berth partially laden.

f. Describe Genera's operational contingency for the San Juan and Palo Seco units if natural gas supply through the San Juan terminal is interrupted for an extended period, including the ULSD storage and delivery capacity at each site (tank capacity, days of full-load operation, truck and barge delivery rates), the units that cannot operate on ULSD, and the incremental monthly fuel cost of operating the San Juan and Palo Seco units on ULSD at the prices in Attachment 3 FCA.

g. State whether Genera participated in or contributed to the Fuel-Security Contingency Plan that the Energy Bureau ordered PREPA to file in Case No. NEPR-MI-2024-0005, whether that plan addresses the loss or restriction of the floating storage berth at the San Juan terminal, and, if it does not, what Genera proposes to add to it.

PART B — QUESTIONS TO THE PUERTO RICO ELECTRIC POWER AUTHORITY

PREPA is the Buyer under the GSA and the party in whose name claims against NFEnergía are prosecuted. PREPA shall answer this Part with the participation of 3PPO and the Puerto Rico Public-Private Partnerships Authority ("P3 Authority"), which administer the GSA under the OCI framework of Section 22.13. PREPA shall not refer a question in this Part to Genera; where Genera also holds responsive information, PREPA shall obtain it and include it in its answer.

B.1 — CONTRACT ADMINISTRATION, TAKE-OR-PAY AND DELIVER-OR-PAY

4.17. Concerning the Annual TOP Quantity and the ToP Payments under the GSA:

a. State the Annual TOP Quantity that PREPA considers applicable to the first Contract Year (December 5, 2025 through December 31, 2026), showing any proration, any adjustment under Section 4.3.3, the deduction of quantities made available under the SJ 5&6 Agreement pursuant to Section 3.4, any quantities taken by Energiza LLC deemed taken by the Buyer under Section 4.3.6, and any Buyer Excused Quantities claimed to date. State the ToP Adder value applicable to the Contract Year and whether NFEnergía has agreed with that computation.

b. State whether NFEnergía has asserted, or PREPA has recorded or accrued, any liability for an Annual TOP Payment under Section 4.3.4; whether any such amount has been communicated to Genera or LUMA for inclusion in the FCA; and whether PREPA proposes that any Annual TOP Payment be recovered from customers, and on what basis.

c. State how PREPA and 3PPO are treating the quantities not made available since September 16, 2026 because of the Vessel Events for purposes of Sections 4.3.2 and 4.5.1, as quantities attributable to the Seller, as Buyer Excused Quantities under a Force Majeure claim, or otherwise, and provide the basis for that treatment.

d. For each month from December 2025 through September 2026 and each Delivery Point, state the ToP Quantity and ToP Payment invoiced by NFEnergía under Sections 4.5.1 and 4.5.2, the amount paid, any amount disputed under Section 9.2, any mitigation-sale proceeds received under Section 4.5.3, and any ToP Credit Quantity and ToP Carryover Credit claimed under Section 4.5.4, identifying the amount applied within the three following months and any amount that expired unused. Provide the invoices, credit notes and dispute notices.

e. For the June 2026 "Excess Nomination" of 1,192,366 MMBtu ($11,918,890.54) under the SJ 5&6 Agreement, state whether a mitigation sale, carryover credit, claim or dispute notice has been pursued with NFEnergía, and its status and expected outcome.

4.18. Concerning deliver-or-pay payments under Section 4.4 for June, July, August and September 2026:

a. State whether PREPA, directly or through 3PPO, has invoiced NFEnergía for the corresponding DoP Payment under Sections 4.4.3 and 9.1.1, providing each invoice, its date and amount, the Replacement Fuel price used, and the amount received, offset or disputed. If no invoice has been issued, explain why and state when it will be issued.

b. State whether NFEnergía has claimed Force Majeure under Article 11 with respect to any shortfall in June through September 2026, providing each notice under Section 11.4 and any supplement under Section 11.5; state whether PREPA and 3PPO accept or dispute each claim and the basis; and explain the consequence of each claim for the DoP Quantity, the Annual TOP Quantity and the Buyer Excused Quantities.

c. State the amounts PREPA and 3PPO have claimed, or intend to claim, from NFEnergía and Naturgy as DoP Payments or shortfall damages for each month and contract, and reconcile them to the replacement-fuel cost differentials in Genera's Exhibit 6 ($15,403,901.26 for San Juan Units 5 and 6, $2,245,987.20 for the San Juan and Palo Seco temporary units and $15,344,260.10 for Costa Sur).

d. State whether any DoP Payment or shortfall credit received or receivable has been, or will be, transferred to Genera for inclusion as a credit in the fuel costs submitted to LUMA, and when.

B.2 — THE VESSEL EVENTS

4.19. Concerning the contractual characterization of the Vessel Events (answer separately for the FSU Departure and the Carrier Hold):

a. State whether NFEnergía has declared or reserved Force Majeure under Section 11.1.4 or any other provision with respect to either event, providing each notice under Section 11.4 and any supplement under Section 11.5.

b. State whether PREPA and 3PPO accept or dispute any such Force Majeure claim, and the basis, including whether the harbor-pilot dispute arises from NFEnergía's own conduct within the meaning of Section 11.2.3.

c. State how PREPA and 3PPO are treating the September 2026 quantities not made available at each Delivery Point, as a DoP Quantity under Section 4.4.1, as a Buyer Excused Quantity, or as a ToP Quantity, the basis for that treatment, and whether PREPA will dispute NFEnergía's September 2026 invoice under Section 9.2 if it charges for quantities not made available.

d. State whether 3PPO or PREPA has issued, or intends to issue, a notice of claim, dispute notice or invoice to NFEnergía for the September 2026 supply interruption, and whether that claim will be added to the pending litigation or pursued under the GSA's dispute provisions. Provide any such notice.

e. State what PREPA and 3PPO have done since September 16, 2026 to require NFEnergía to restore supply at the San Juan Delivery Points, including any demand under Sections 4.4.1, 11.3 or 22.13, and the response received.

B.3 — CLAIMS AND LITIGATION

4.20. Concerning the claims against NFEnergía:

a. State the current status of Civil No. 26-01423 (D.P.R.), the periods, quantities and amounts covered by the amended complaint of August 21, 2026, and whether the $54,962,030.66 claimed corresponds to the $55 million of natural gas costs deferred under the Energy Bureau's Resolution and Order of December 19, 2025.

b. Explain how 3PPO, the P3 Authority and Genera coordinate the administration of claims, credits and Force Majeure notices under the GSA in light of the OCI framework of Section 22.13, identifying the entity responsible for each step, the information Genera receives, and the time it takes for a shortfall identified by Genera to become a claim against NFEnergía.

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B.4 — FEDERAL PERMITTING OF THE SAN JUAN LNG TERMINAL AND FUEL-SECURITY CONTINGENCY PLAN

4.21. Concerning USACE File No. SAA-2026-00110, FERC Docket No. CP21-496-000 and the continuity of supply under the GSA (see the background to item 4.16):

a. State when and how PREPA, 3PPO and the P3 Authority became aware of the Department of the Army permit application, the Coast Guard and Pilots objections, the USACE letter of August 31, 2026 and FERC's information request of September 11, 2026, and provide every communication in which NFEnergía informed them of these matters, of its response to USACE, or of any restriction on the movement, berthing, laden capacity or size of vessels at the San Juan terminal.

b. State whether NFEnergía disclosed, before or after execution of the GSA on December 4, 2025, that the berth depth and mooring configuration on which continuous floating storage depends required Department of the Army authorization that had not been obtained, and identify any representation, warranty or covenant of the GSA (including Sections 13.3 and 21) that addresses the permits required for the Seller's Facilities.

c. State PREPA's and 3PPO's position on whether a denial, conditioning or deemed withdrawal of the Department of the Army permit, an adverse Section 10 determination, or a modification or revocation of FERC's temporary authorization would constitute Force Majeure under Section 11.1.3, or would instead be excluded under Section 11.2.2 as a failure of NFEnergía to act as a Reasonable and Prudent Operator in obtaining its authorizations, and the consequences for the Annual ToP Quantity, the DoP Payment and the termination rights under Article 17.

d. State whether PREPA has required NFEnergía to provide a supply-continuity plan for any period during which the storage vessel cannot remain continuously moored or must berth partially laden, and provide any plan or assurance received.

e. State the status of the Fuel-Security Contingency Plan ordered by the Energy Bureau on July 16, 2025 in Case No. NEPR-MI-2024-0005 covering the San Juan power plant and the TM2500 units at San Juan and Palo Seco: the date on which it was filed, whether it addresses the loss or restriction of the floating storage berth and the permitting risks described above, and when PREPA will update it in light of the Vessel Events.

B.5 — SUPPORTING DOCUMENTS

4.22. Provide copies of: (a) every Force Majeure notice, notice under Section 4.4.1, and other notice received by PREPA, 3PPO or the P3 Authority from NFEnergía since June 1, 2026; (b) every NFEnergía invoice for June, July, August and September 2026, with the supporting documentation furnished under Section 9.1, and every dispute notice under Section 9.2; (c) every claim notice, DoP Payment invoice, mitigation-sale statement or credit note exchanged with NFEnergía or Naturgy since June 1, 2026; (d) every communication with NFEnergía concerning the FSU Departure, the Carrier Hold, the replacement storage vessel, the USACE and FERC proceedings, or the availability of gas since September 1, 2026; and (e) the Fuel-Security Contingency Plan filed in Case No. NEPR-MI-2024-0005 and any update to it.

PART C — QUESTIONS TO LUMA

4.23. Both LUMA and Genera responded to Second RFI items 2.7(a) through 2.7(d) by stating that the request was addressed to the other. LUMA shall respond to items 2.7(a) through 2.7(d) in full—separating the price and volume effects of ULSD and HFO by month and fuel, providing the requested reconciliation of the dollar impact by cause, and providing the physical fuel oil inventory reconciliations for June 30, July 31 and August 31, 2026—using Genera's data as necessary and identifying any data LUMA has requested from Genera and not received.

4.24. Concerning the June–August 2026 reconciliation, confirm that the fuel costs included for natural gas at San Juan Units 5 and 6 and at the San Juan and Palo Seco temporary units correspond to the quantities invoiced by NFEnergía (as described in Part II) rather than to the quantities consumed, and quantify, by month, the cost of natural gas invoiced but not consumed that is included in the $131,650,334.94 revenue insufficiency. State whether LUMA has any mechanism, other than direction from the Energy Bureau, to exclude from the reconciliation natural gas paid for but not consumed while claims or credits for those quantities are pending and describe how the $55 million deferral ordered on December 19, 2025 is being tracked and how any additional disputed amounts for September 2026 would be treated.

4.25. State whether LUMA will revise the proposed October through December 2026 factors before October 1, 2026 if Genera revises its natural gas supply, unit availability or fuel price assumptions in response to this Fourth RFI, and the date by which LUMA requires the revised inputs to do so. In addition, provide a sensitivity calculation of the FCA factor, in native Excel, assuming that San Juan Units 5 and 6, the San Juan TM2500 units and the Palo Seco TM2500 and MobilePac units operate on ULSD, at the ULSD prices in Attachment 3 FCA, (i) for the month of October 2026 and (ii) for the entire quarter, identifying the resulting factor and bill impact for a residential customer consuming 800 kWh per month.

4.26. State whether the revised reconciliation and factors filed on September 24, 2026 (Exhibit 2) reflect any change in the natural gas costs for June, July or August 2026 arising from NFEnergía credits, mitigation sales, carryover credits or DoP Payments, and identify each change. If none, state whether LUMA has asked Genera whether any such credit is pending.

4.27. Concerning matters addressed to Genera in Part A that also require LUMA's answer:

a. State which document, the Fuel Budget Report or Attachment 3 FCA, LUMA treats as the basis of the proposed FCA, and whether LUMA received the Fuel Budget Report before filing the September 15 Motion (see item 4.1(a)).

b. State when and how LUMA learned of the Vessel Events, whether Genera has notified LUMA of any change to the assumptions delivered on September 9, 2026, and whether LUMA has asked Genera for revised assumptions (see item 4.13).

c. State the amount LUMA expects to include in the September 2026 FCA reconciliation as a result of the Vessel Events, and whether LUMA proposes to bill any such amount to customers before any claim against NFEnergía for the same quantities is resolved (see item 4.14(c)).

d. State whether Genera or PREPA has informed LUMA of the USACE and FERC proceedings described in Part A.6, and whether the dispatch forecast underlying Attachment 3 FCA considers any scenario in which the San Juan terminal cannot receive or store LNG; if it does not, provide the FCA factor that would result under such a scenario for October 2026.